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* Admitted only in Maryland
* Admitted only in Virginia
* Admitted only in Texas
* Practice Limited to
Federal Agencies

December 10, 2002

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Commissioner for Patents
Washington, D.C. 20231

Art Unit 1654
Confirmation No. 5096

Re: U.S. Utility Patent Application
Appl. No. 09/986,464; Filed: November 8, 2001
For: **Process for Preparing Latent Antithrombin III**
Inventor: Göran Karlsson
Our Ref: 2141.0020001/EEF/D-S (formerly 2081.0020001)

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DEC 12 2002

TECH CENTER 1600/2900

Sir:

Transmitted herewith for appropriate action are the following documents:

1. Executed Certificate Under 37 C.F.R. § 3.73(b) with attached chain of title documents;
2. Executed Power of Attorney from Assignee with Delegation; and
3. One (1) return postcard.

It is respectfully requested that the attached postcard be stamped with the date of filing of these documents, and that it be returned to our courier. In the event that extensions of time are necessary to prevent abandonment of this patent application, then such extensions of time are hereby petitioned.

The U.S. Patent and Trademark Office is hereby authorized to charge any fee deficiency, or credit any overpayment, to our Deposit Account No. 19-0036.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.

Eldora Ellison Floyd
Attorney for Applicant
Registration No. 39,967

EEF/DS/nef
Enclosures

::ODMA\HODMA\SKGF_DC1:82244:1

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged, **Biovitrum AB** a corporation organized and existing under the laws of Sweden and having an office and place of business at **Visitors Lindhagensgatan 133, SE-112 76 Stockholm, Sweden** (the "Assignor"), hereby sells and assigns to **Octapharma AG** a corporation formed under the laws of Switzerland, having an office and place of business at **Seidenstrasse 2, CH-8853 Lachen, Switzerland** (the "Assignee"), 100% (100 percent) entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages,

(a) in each of the Patents and Patent Applications that are described in detail in Schedule A, annexed hereto and made a part hereof, and

(b) in any and all applications that claim the benefit of the Patents and Patent Applications described in detail in Schedule A, including continuing applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in each of the Patents and Patent Applications that are described in detail on Schedule A, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Assignor agrees to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the applications or Letters Patents or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee at Assignee's expense in every reasonable way possible in obtaining evidence and going forward with such interference or patent enforcement act.

The Assignor agrees to perform all affirmative acts at Assignee's request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

The Assignor hereby grants Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K. S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugalsky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite

600, Washington, D.C. 20005-3934, power to insert in this assignment, including the attached Schedule A, any further information regarding the patents and patent applications so identified in such Schedule A that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

SIGNED on behalf of the said ASSIGNOR, Biovitrum AB

By: _____

[Type/Print Name]

Title: _____

Date: _____

Witnessed before me:

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Address: _____ Address: _____

SIGNED on behalf of the said ASSIGNEE, Octapharma AG

By: ✓ J. Leuch **octapharma**

✓ Felix Leuchner Octapharma AG, Seidenstrasse 2
CH-8853 Lachen, Switzerland
[Type/Print Name]

Title: ✓ President

Date: ✓ October 11, 2002

Witnessed before me:

Signature: [Signature] Signature: D. Leuch

Print Name: Bettina Jopp Print Name: Ruth Leuch

Address: Octapharma AG Address: octapharma AG

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Seidenstr. 2
CH-8853 Lachen

Seidenstr. 2
CH-8853 Lachen

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SCHEDULE A**UNITED STATES PATENTS, UNITED STATES PATENT APPLICATIONS AND
INTERNATIONAL APPLICATIONS THAT DESIGNATE THE UNITED STATES**

	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Atty. Docket No.</u>
1.	09/598,883	21/06/2000			2081.0010001
2.	10/200,338	23/07/2002			2081.0010002
3.	09/986,464	08/11/2001			2081.0020001
4.	09/766,098	19/01/2001			2081.0030001
5.	09/776,887	19/01/2001			2081.0040001

OTHER INTERNATIONAL APPLICATIONS AND PATENTS

	<u>Country</u>	<u>Application No.</u>	<u>Patent No.</u>
1.			

00012-03
00013-03
00397-03
PH-01870-03
PH-01870-03

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration, receipt of which is hereby acknowledged, Biovitrum AB a corporation organized and existing under the laws of Sweden and having an office and place of business at Visitors Lindhagensgatan 133, SE-112 76 Stockholm, Sweden (the "Assignor"), hereby sells and assigns to Octapharma AG a corporation formed under the laws of Switzerland, having an office and place of business at Seidenstrasse 2, CH-8853 Lachen, Switzerland (the "Assignee"), 100% (100 percent) entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), and throughout the world, including the right to sue for past infringement and to collect for all past, present and future damages.

(a) in each of the Patents and Patent Applications that are described in detail in Schedule A, annexed hereto and made a part hereof, and

(b) in any and all applications that claim the benefit of the Patents and Patent Applications described in detail in Schedule A, including continuing applications, reissues, extensions, renewals, and reexaminations of such Patents and Patent Applications, to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in each of the Patents and Patent Applications that are described in detail on Schedule A, and in all forms of intellectual and industrial property protection derivable therefrom, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such Patents and Patent Applications, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The Assignor agrees to execute all papers necessary in connection with the applications and Letters Patents as above, and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

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The Assignor agrees to perform all affirmative acts at Assignee's request and expense that may be necessary to obtain or ensure a grant of a valid patent to the Assignee.

The Assignor hereby represents that Assignor has full right and authority to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict therewith.

The Assignor hereby grants Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K. S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; and Robert C. Millonig, Esquire, Registration No. 34,395, all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite

600, Washington, D.C. 20005-3934, power to insert in this assignment, including the attached Schedule A, any further information regarding the patents and patent applications so identified in such Schedule A that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

SIGNED on behalf of the said ASSIGNOR, **Biovitrum AB**

By: 

Fredrik Berg
SVP, General Counsel
[Type/Print Name]


Ulf Lindquist
VP, Site Management

Title: _____

Date: 2002-10-16

Witnessed before me:

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STOCKHOLM
Sweden

Signature: 

Print Name: Ritwa Ander

Address: Sjöbacken 47, 165 65 Håsselby
Sweden

SIGNED on behalf of the said ASSIGNEE, **Octapharma AG**

By: _____

[Type/Print Name]

Title: _____

Date: _____

Witnessed before me:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Address: _____

Address: _____

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SCHEDULE A

UNITED STATES PATENTS, UNITED STATES PATENT APPLICATIONS AND
INTERNATIONAL APPLICATIONS THAT DESIGNATE THE UNITED STATES

	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Attv. Docket No.</u>
1.	09/598,883	21/06/2000			2081.0010001 PH-01870 US
2.	10/200,338	23/07/2002			2081.0010002 PH-01870 US
3.	09/986,464	08/11/2001			2081.0020001 00397-US
4.	09/766,098	19/01/2001			2081.0030001 00013-US
5.	09/776,887	19/01/2001			2081.0040001 00012-US

OTHER INTERNATIONAL APPLICATIONS AND PATENTS

	<u>Country</u>	<u>Application No.</u>	<u>Patent No.</u>
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1.

DO NOT FORWARD
TO ASSIGNMENT BRANCH
NOT FOR RECORDATION



Docket Number: 2141.0020001/EEF/D-S
(formerly 2081.0020001)

Certificate Under 37 C.F.R. § 3.73(b)

Applicant/Patent Owner: Göran KARLSSON

Application No./Patent No.: 09/986,464 Filed/Issue Date: November 8, 2001

Entitled: Process for Preparing Latent Antithrombin III

Octapharma AG, a Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest, or
2. ☐ an assignee of an undivided part interest

in the patent application/patent identified above by virtue of either:

- A. ☐ An Assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel , Frame , or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s) of the patent application/patent identified above to the current assignee as shown below:

1. From: Göran KARLSSON To: Biovitrum AB
The document was recorded in the Patent and Trademark Office at
Reel 012511, Frame 0841, or for which a copy thereof is attached.
2. From: Biovitrum AB To: Octapharma AG
The document was recorded in the Patent and Trademark Office at
Reel , Frame , or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302-302.8]

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

Signature: / Felix Lehnert

Name: / Felix Lehnert

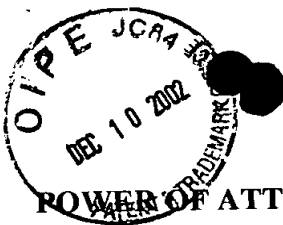
Title: / President

Date: / 13/11/2002

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POWER OF ATTORNEY FROM ASSIGNEE WITH DELEGATION TECH CENTER 1600/2900

Octapharma AG, a corporation of Switzerland, having a principal place of business at Seidenstrasse 2, CH-8853 Lachen, Switzerland, is assignee of the entire right, title, and interest for the United States of America (as defined in 35 U.S.C. §100), by reason of an Assignment to the Assignee executed on October 16, 2002 of an invention known as Process for Preparing Latent Antithrombin III (Attorney Docket No. 2141.0020001/EEF/D-S [formerly 2081.0020001]), which is disclosed and claimed in a patent application of the same title by the inventor(s) Göran KARLSSON (said application filed on November 8, 2001 at the U.S. Patent and Trademark Office, having Application Number 09/986,464).

The Assignee hereby appoint the U.S. attorneys associated with **CUSTOMER NUMBER 28393** to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith, such attorneys currently being: Robert Greene Sterne, Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michele A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 35,086; Donald J. Featherstone, Esq., Registration No. 33,876; and Robert C. Millonig, Esq., Registration No. 34,395. The Assignee hereby grants said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

The Assignee hereby authorizes the U.S. attorneys named herein to accept and follow instructions from
Patentanwälte Von Kreisler Selting Werner

P.O. Box 10 22 41, D-50462 Köln (Cologne), GERMANY

as to any action to be taken in the U.S. Patent and Trademark Office regarding this application without direct communication between the U.S. attorneys and the Assignee. In the event of a change in the persons from whom instructions may be taken, the U.S. attorneys named herein will be so notified by the Assignee.

Send correspondence to:

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.
1100 New York Avenue, N.W.
Suite 600
Washington, D.C. 20005-3934
U.S.A.

Direct phone calls to 202-371-2600.

FOR: Octapharma AG

SIGNATURE: ✓ F. Leber

BY: ✓ Felix Leber

TITLE: ✓ President

DATE: ✓ 13/11/2002